

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

Agreement of Purchase and Sale made as of this 22 day of March, 2012 by and between **David Lee Noyes, Jr., Russell Martin Noyes, and Joshua Allen Noyes**, with an address c/o 687 Canton St. Canton ME, (collectively "Seller") and **Canton Mountain Wind, LLC**, a Massachusetts Limited Liability Company, with an address of 549 South Street, Quincy, MA 02169, or its assigns ("Buyer").

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, approximately 47 acres of land and buildings located at Canton Mountain Road, in the Town of Canton, Oxford County, Maine, together with all improvements and fixtures thereon and all rights appurtenant thereto, as more particularly described in a Deed dated May 18, 2004, and recorded at the Oxford County Registry of Deeds in Book 3672, Page 96 (the "Premises") a copy of which is attached hereto as Exhibit A and made a part hereof. The description of the Premises on Exhibit A is understood to be general in nature and the description in the deed of conveyance contemplated herein shall be subject to approval by Buyer. The Premises are now and shall be at closing free and clear of any leases or occupancies.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of _____ (the "Purchase Price"), payable as follows:

a) Deposit. _____ as a deposit (the "Deposit") shall be held by Seller, which Deposit shall be credited towards the Purchase Price at the Closing.

b) Balance. The balance of the Purchase Price, i.e., sum of _____ be paid to Seller at the Closing by immediately available wired funds unless Buyer and Seller agree in writing on another method of payment.

3. TITLE. Seller shall convey the Premises, including vehicular and pedestrian access thereto and all necessary and useful appurtenances and easements serving same, to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens and encumbrances except permitted exceptions ("Permitted Exceptions") which shall include customary utility easements of record benefiting the Premises and other easements, restrictions and covenants of record which do not adversely affect in any material way the use of the Premises for Buyer's intended use thereof. In the event that Buyer notifies Seller in writing of title defects prior to closing, Seller shall have a reasonable period of time, not to exceed sixty (60) days, in which to remedy such title defects. In the event that said defects cannot be

disturbance. Buyer also agrees to (a) hold harmless and (b) indemnify Seller against any loss, cost, damage or expense including reasonable attorney's fees and including mechanic liens which may arise from Buyer's or its agent's, employee's or contractor's activities on, in, under or about the Premises pursuant to this paragraph. The obligations of Buyer in the preceding sentence shall survive the Closing and any termination of this Agreement. Buyer agrees to (i) provide to Seller copies of any such surveys, inspections, tests or studies and (ii) keep the results of any such inspections, surveys, tests or studies confidential and not disclose the contents thereof to any third parties except its attorneys, consultants or prospective lenders and except for such disclosures as may be required by applicable law. In the event that the results of Buyer's inspections are unsatisfactory in Buyer's opinion, then Buyer may terminate this Agreement provided Buyer gives Seller a written notice of termination ("Notice of Termination") in advance of Closing. In the event Buyer gives Seller a timely Notice of Termination, this Agreement will terminate, the Deposit, if any, will be returned to Buyer and neither party will have any further obligations except as provided in this Agreement.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the Closing free and clear of all tenancies or occupancies by any person or entity.

8. REPRESENTATIONS OF SELLER. Seller represents to Buyer the following:

(a) Authority. Seller has all requisite authority to enter into this Agreement and to complete the sale contemplated hereby. The persons or person executing this Agreement and any Closing documents have been or will as of the date of execution be fully authorized to act on behalf of Seller.

(b) Bills, etc. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of Closing.

(c) Leases. There are no leases on the Premises.

9. DEFAULT AND REMEDIES. In the event that Seller fails to close hereunder for a reason other than default of Buyer, the Deposit shall be returned to Buyer, it being understood, however, that Buyer's acceptance thereof shall not constitute a waiver of any legal or equitable remedy available to Buyer. In particular and without limitation Buyer shall have the right to seek specific performance of Seller's obligations hereunder. In the event that Buyer defaults in the performance of its obligations hereunder, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder. The parties acknowledge that Seller's damages due to Buyer's default hereunder are difficult or impossible to ascertain and that the amount of the Deposit represents a reasonable estimate by both parties of Seller's damages.

(d) A portion of the purchase price shall be withheld at the Closing by Buyer if required by 36 M.R.S. § 5250-A or the Foreign Investment in Real Property Tax Act (FIRPTA).

13. OFFER AND ACCEPTANCE. This Agreement executed by Buyer as of the date above is an offer which may be accepted by Seller by: (a) Seller's signature on this Agreement; and (b) notice to Buyer of Seller's acceptance by March 23, 2012 at 5:00 p.m. If this Agreement calls for a Deposit, then Buyer must tender the Deposit to Seller as provided above within seven (7) days of the Effective Date or this Agreement will terminate by its terms, time being of the essence.

14. MISCELLANEOUS.

(a) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. Buyer may assign this Agreement without Seller's consent.

(b) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. All representations and warranties made by Seller herein shall survive the closing. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(d) Effective Date. The Effective Date of this Agreement shall be deemed to be the date when the last of Buyer or Seller signs this Agreement.

(e) Notices. All notices, demands and other communications hereunder shall be in writing and shall be given by one party to the other either: (i) by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth below; (ii) by hand delivery to the address set forth below; (iii) by Fed Ex, or similar overnight express mail, prepaid, to the address set forth below; (iv) by facsimile ("Fax") transmission to the Fax number below or (v) by email to the email addresses listed below. All notices shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein (in the case of mailing) or upon delivery (if hand delivered) or when delivered to a Fed Ex (or similar overnight delivery service) courier or office at the time indicated on the proof of delivery (if sent by overnight delivery service) or upon time of confirmed receipt in case of Fax or in case of email.

Either party may change its addresses or its Fax number for purposes of this subparagraph by giving the other party notice of the new addresses or Fax number in the manner described herein.

(f) Time. Time is of the essence of this Agreement.

15. RECORDING OF AGREEMENT. This Agreement shall not be recorded in any public records without the prior written consent of both Buyer and Seller. Each party agrees that it shall keep this transaction and its terms confidential and shall not make any disclosure about the transaction to any other person (other than its agents, contractors, lenders, attorneys and representatives) without the other's consent.

_____ IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

DAVID Lee Noyes JR
Print Name:

JOSHUA NOYES
Print Name:

Russell Noyes
Print Name:

SELLER:

David Lee Noyes
David Lee Noyes, Jr.

JOSHUA NOYES
Joshua Allen Noyes

Russell Noyes
Russell Martin Noyes

WITNESS:

Andray Gallorath
Print Name: Andray Gallorath

BUYER:

CANTON MOUNTAIN WIND, LLC

Jay Cashman
By: _____
Print Name: Jay Cashman
Its Name: Manager

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE
OF THE ESTATE OF DAVID LEE NOYES, A/K/A DAVID L. NOYES, SR.

KNOW ALL MEN BY THESE PRESENTS, THAT I, ALLEN G. NOYES, of P. O. Box 305, Canton, ME 04221, Personal Representative of the Estate of DAVID LEE NOYES, a/k/a DAVID L. NOYES, SR., deceased, intestate, and filed in the Probate Court in the County of OXFORD, MAINE, by the power conferred by law, and every other power,

IN DISTRIBUTION OF THE ESTATE, grant to DAVID LEE NOYES, JR., JOSHUA ALLEN NOYES and RUSSELL MARTIN NOYES, all of 683 Canton Point Road, Canton, ME 04221, children of the decedent and being the persons entitled to distribution, as JOINT TENANTS, the real property in CANTON, County of OXFORD, State of MAINE, described as follows:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in the Town of CANTON, County of OXFORD, State of MAINE, bounded and described as follows, to wit:

COMMENCING at a point in the centerline of an old road on the easterly line of land now or formerly of William Paul, said point being situated 772 FEET, more or less, from the iron pin set in the ground on the southerly line of land now or formerly of G. H. Virgin and at the northwest corner of land as described in deed of Charles F. LaBrecque to Lewis H. Ridley and Thomas Joudrey, dated June 25, 1992;

THENCE in an easterly direction, along the centerline of said old road, to the westerly line of land now or formerly of John Rollins and land now or formerly of Effie Conant;

THENCE southerly, along the westerly line of land now or formerly of John Rollins, and land now or formerly of Effie Conant, a distance of 1,174 FEET, more or less, to an iron pin set in the ground at the northerly boundary of land now or formerly of Ira Paine, and land now or formerly of Samuel Hayden;

THENCE westerly, along the northerly boundary of land now or formerly of Ira Paine, and land now or formerly of Samuel Hayden, a distance of 1,752 FEET, more or less, to an iron pin set in the ground at the easterly boundary of land now or formerly of William Paul;

THENCE northerly, along line of land now or formerly of William Paul, a distance of 1,378 FEET, more or less, to the centerline of the old road and being the POINT OF BEGINNING.

Meaning and intending to describe and convey that portion of the property described in the deed from Charles F. LaBrecque to Lewis H. Ridley and Thomas Joudrey, dated June 25, 1992, and recorded

NO REAL ESTATE
TRANSFER TAX PAID

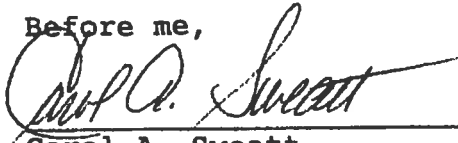
Deed of Distribution
Noyes to Noyes
Page 3.

State of Maine
County of Oxford, ss.

May 18 , 2004

Then personally appeared the above named ALLEN G. NOYES,
Personal Representative, Estate of DAVID LEE NOYES, d/k/a DAVID
L. NOYES, SR., and acknowledged the foregoing instrument to be
his free act and deed.

Before me,



Carol A. Sweatt
Notary Public

My Commission Expires: 12/27/2004

Received
Recorded Register of Deeds
Feb 14, 2005 09:53:55A
Oxford East County
Jane Rich